

STATEMENT OF WORK
UNDER STATE TERM SCHEDULE NUMBER 533153-0

Secretary of State Contract Number 06-301

This Statement of Work is between the **Office of the Ohio Secretary of State** (hereinafter the “Secretary”), located at 180 E. Broad Street, 16th Floor, Columbus, Ohio 43215, and **GovTech Solutions, LLC**, an Ohio limited liability company, with offices at 3046 Brecksville Road, Richfield, Ohio 44286 (hereinafter the “Contractor”) (Secretary and Contractor each referred to herein as a “Party” and collectively as the “Parties”).

The parties, for good and valuable consideration and based on the mutual promises recited herein, agree as follows:

Article I. STATE TERM SCHEDULE

1.01 This Statement of Work (“SOW”) is entered into under the authority of State Term Schedule 533153-0 (the “STS”) and incorporates by reference the Terms & Conditions of the STS.

Article II. SCOPE OF WORK

2.01 The Contractor shall work with Secretary personnel to implement the tenets of the Business Services marketing plan by providing IT support. Contractors support will include:

- Assist with beta testing and facilitate focus groups for new Secretary of State’s website.
- Assist Secretary of State’s staff with website content management and updates.
- Participate in web development meetings and work with public Affairs to develop themes, messages, and content for the Secretary’s website.
- Work with the Secretary’s IT Director to test the business, notary, and minister queries on the new Secretary of States website and facilitate focus groups to provide feedback.
- Team with It, Business Services, and Public Affairs staff to drive the creation and development of a business development wizard.
- Assist with the design and creation of the veterans outreach website and the Civics 101 website.

- Plan and implement the roll-out for the veteran's outreach website and the Civics 101 website.

2.02 Contractor shall provide the above stated services through Contractor's designated representative as requested and approved by the Secretary.

2.03 This Agreement shall be the complete and exclusive statement between the parties and shall supersede all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement, unless otherwise provided herein or amended and attached to this Agreement.

2.04 Contractor shall furnish its own support staff necessary for the satisfactory performance of the work hereunder.

2.05 Contractor shall consult with the personnel of the Secretary and other appropriate persons, agencies and instrumentalities as necessary to assure understanding of the work and timely and satisfactory completion thereof.

Article III. TERM

3.01 This SOW is effective as of the 1st day of July 2005. This SOW will automatically expire on December 30, 2005. Unless this SOW is terminated or expires without renewal, it will remain in effect until the Services are completed to the satisfaction of the Secretary and the Contractor is paid. Satisfaction of the Secretary shall be judged on a reasonable standard. The current General Assembly cannot commit a future General Assembly to a expenditure. The Secretary, however, may renew this SOW in the next biennium by issuing written or electronic notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Services continues.

3.02 Timeliness of Performance. Contractor understands that prompt performance of all services hereunder is required by Secretary in order to meet its schedules and commitments. In the event that any anticipated or actual delays in meeting Secretary's deadlines or scheduled completion dates are caused by the unacceptable performance of any Contractor employee or any other cause within the reasonable control of Contractor, Contractor shall provide additional temporary personnel, as requested by Secretary and at no charge to Secretary, in order to complete the assignment involved in a timely manner. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence or that could not have reasonably been foreseen or provided against.

Article IV. CERTIFICATION OF FUNDS

4.01 It is expressly understood by the parties that none of the rights, duties or obligations described in this Agreement shall be binding on either party until all

statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07 of the Ohio Revised Code, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that federal funds are used, until such time that the Secretary gives Contractor written notice that such funds have been made available to the Secretary, by the Secretary's funding source.

Article V. COMPENSATION

5.01 In consideration for the promises and performance of the Contractor as set forth herein, the Secretary agrees to:

- (a)** Monthly Rate. Pay the Contractor, upon submission of appropriately detailed and accurate invoices for services performed by the Contractor in accordance with Article II of this SOW at an monthly rate of **SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 00/100 CENTS (\$7,290.00)**.
- (b)** In no event shall the cost to the Secretary under this SOW for goods delivered and services performed as detailed in Article II exceed **FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$43,750.00)**.

5.02 Any Deliverables shall be accompanied by an appropriately detailed and accurate invoice for services performed and expenses incurred.

5.03 An invoice is not proper if it contains a defect or impropriety. A proper invoice shall include, but is not limited to, the identification of a purchase number, the date of service and the service provided. The Secretary shall notify the Contractor within ten (10) days, in writing, of the defect or impropriety and provide any information necessary to correct the defect or impropriety.

5.04 Contractor shall first forward all Invoices and Deliverables for review and approval to the following location:

Secretary of State of Ohio
Attn: Dilip C. Mehta, Chief Financial Officer
PO Box 16366
Columbus, Ohio 43216

5.05 Section 126.30 of the Ohio Revised Code is applicable to this SOW and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one twelfth of the rate per annum prescribed in Section 5703.47 of the Ohio Revised Code.

5.06 Unless expressly provided for elsewhere in this SOW, the Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this SOW.

5.07 The Secretary is exempt from any sales, use, excise and property tax. To the extent sales, use, excise or any similar tax is imposed on the Contractor in connection with the Services, such will be the sole and exclusive responsibility of the Contractor, and the Contractor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the services are rendered or a later time.

Article VI. RELATED CONTRACTS

6.01 Contractor shall not enter into other subcontracts for work that is required to be performed under this Agreement without prior written approval by the Secretary. All work subcontracted shall be at the expense of Contractor.

Article VII. CONFLICTS OF INTEREST

7.01 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

7.02 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Secretary in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Secretary shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Article VIII. RIGHTS, IN DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

8.01 To the extent the Services performed by Contractor under this Agreement result in the creation of a tangible Deliverable(s) and/or Report(s), or the Deliverable(s) and/or Report(s) otherwise constitutes an intellectual property right, the Services shall be deemed a “**work made for hire**” as that term is defined under U.S. Copyright Law, and the Deliverables and/or Property developed pursuant to the terms of this Agreement are the sole and exclusive property of Secretary and may be used by it and its subsidiaries and Affiliates in any manner they choose.

8.02 Title to the Deliverables and/or Property and all applicable rights to copyrights, patents, trade secrets and all other property rights inherent in such Deliverables and/or Property or appurtenant thereto are, shall be and shall remain exclusively in Secretary, and neither Contractor nor its employees shall have any property interest in the Deliverables and/or Property, which are hereby irrevocably recognized by Contractor to belong exclusively to Secretary. Contractor shall have no right to use, license, convey or otherwise transfer the Deliverables and/or Property, to a third party. Unless pursuant to the terms of this Agreement and/or any applicable Schedule(s), Contractor shall have no right to retain copies of such Deliverables and/or Property for any reason, and shall return all such Deliverables and/or Property to Secretary upon Secretary's request.

8.03 In the event that none or only a part of the Deliverables and/or Property qualify as a "work made for hire", Contractor agrees to and does hereby assign any and all rights it may have to the copyrights, patents, trade secrets and all other property rights inherent in such Deliverables and/or Property or appurtenant thereto under the applicable law to Secretary, and Contractor agrees to cooperate with the Secretary and execute any documents deemed necessary by Secretary to effectuate such an assignment and perfection of the Secretary's rights in such Deliverables and/or Property without additional cost to Secretary.

8.04 Neither Contractor nor any of Contractor's employees, agents, subcontractors or assignees shall make a disclosure for the purpose of securing a patent or other proprietary interest in the United States or any other country for any of the Deliverables unless such disclosure is approved in writing by the Secretary prior to application for the patent. In the event that such patent or other proprietary interest is obtained, Contractor shall, at the request of the Secretary, provide the Secretary written or electronic authorization for the Secretary and any other person, agency, or instrumentality contributing financial support to the work contemplated hereunder to make use of the subject of the said patent or other proprietary interest disclosure without payment thereof.

8.05 Contractor acknowledges that the Secretary may make any Deliverables freely available to the general public.

Article IX. CONFIDENTIALITY

9.01 The Secretary may disclose to Contractor written material or oral or other information that the Secretary treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the Secretary deliverers to Contractor will remain with the Secretary. Contractor agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the Secretary, or individuals or

organizations about whom the Secretary keeps information. By way of example and by no means by way of limitation, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. Such also includes police and investigative records, files containing personal information about individuals or employees of the Secretary, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

- 9.02** Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Services. Contractor will restrict circulation of Confidential Information within its organization and then only to people in Contractor's organization that have a need to know the Confidential Information to do the Services. Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent or accidental, unless otherwise provided below.
- 9.03** Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite Contractor's exercise of at least the same degree of care as it normally takes to preserve and safeguard its own secrets, except when Contractor's procedures are not reasonable given the nature of the Confidential Information or where the disclosure nevertheless results in liability to the Secretary.
- 9.04** Subject to Article XI, Suspension and Termination, of this Agreement, Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, Contractor will cause or have caused all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating obligations the same as those in this Article.
- 9.05** Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in Contractor's possession prior to disclosure by the Secretary, and such was received by Contractor without obligation of confidence; (2) is independently developed by Contractor; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by Contractor from a third party without an obligation of confidence; (5) is disclosed by Contractor with the written consent of the Secretary; or (6) is released in accordance with a valid order of a court or governmental agency, provided that Contractor: (a) notifies the Secretary of such order immediately upon receipt of the order, and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the

Confidential Information solely for the purposes intended to be served by the original order of production. Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement

9.06 Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this Article.

Article X. USE IN ADVERTISING OR MARKETING MATERIAL

10.01 Contractor shall not identify, without prior written or electronic approval, the Secretary in any of Contractor's advertising or marketing material, sales presentations, or scholarly papers or presentations.

Article XI. SUSPENSION AND TERMINATION PROVISIONS

11.01 The Secretary may terminate this Agreement if Contractor defaults in meeting its obligations under this Agreement and fails to cure its default within the time allowed by this Agreement, or if a petition in bankruptcy (or similar proceedings) has been filed by or against Contractor. The Secretary may also terminate this Agreement in the event that Contractor violates any law or regulation in doing the Services, or if it appears to the Secretary that Contractor's performance is substantially endangered through no fault of the Secretary. In any such case, the termination will be for cause, and the Secretary's rights and remedies will be those identified below for termination for cause.

11.02 On written or electronic notice, Contractor will have thirty (30) days to cure any breach of its obligations under this Agreement, provided the breach is curable. If Contractor fails to cure the breach within thirty (30) days after written or electronic notice or if the breach is not one that is curable, the Secretary will have the right to terminate this Agreement. The Secretary may also terminate this Agreement in the case of breaches that are cured within thirty (30) days but are persistent. "Persistent" in this context means that the Secretary has notified Contractor in writing of Contractor's failure to meet any of its obligations three (3) times. After the third notice, the Secretary may terminate this Agreement without a cure period if Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Agreement may provide for a shorter cure period than thirty (30) days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

11.03 The Secretary may also terminate this Agreement for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Services. If a third party is providing funding for the Services, the Secretary may also terminate this Agreement should that third party fail to release any

Services funds.

- 11.04** The notice of termination, whether for cause or without cause, will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Services and take all steps necessary to minimize any costs Contractor will incur related to this Agreement. Contractor will also immediately prepare a report and deliver it to the Secretary. The report must detail the work completed at the date of termination, the percentage of the Services' completion, any costs incurred in doing the Services to that date, and any Deliverables completed or partially completed but not delivered to the Secretary at the time of termination. Contractor will also deliver all the completed and partially completed Deliverables to the Secretary with its report. But, if delivery in that manner would not be in the Secretary's interest, then Contractor will propose a suitable alternative form of delivery.
- 11.05** If the Secretary terminates this Agreement for cause, it will be entitled to cover for the Services by using another vendor on such commercially reasonable terms as it and the covering contractor may agree. Contractor will be liable to the Secretary for all costs related to covering for the Services to the extent that such costs, when combined with payments already made to Contractor for the Services before termination, exceed the costs that the Secretary would have incurred under this Agreement. Contractor will also be liable for any other direct damages resulting from its breach of this Agreement or other action leading to termination for cause.
- 11.06** If the termination is for the convenience of the Secretary, Contractor will be entitled to compensation for any work on the Services that Contractor has performed before the termination. Such compensation will be Contractor's exclusive remedy in the case of termination for convenience and will be available to Contractor only once Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the Secretary to be owing to Contractor. The Secretary will make that determination based on the lesser of the percentage of the Services completed or the hours of work performed in relation to the estimated total hours required to perform the entire Services.
- 11.07** The Secretary will have the option of suspending rather than terminating the Services where the Secretary believes that doing so would better serve its interests. In the event of a suspension for the convenience of the Secretary, Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Services rather than termination for cause, Contractor will not be entitled to any compensation for any work performed. If the Secretary reinstates the Services after suspension for cause, rather than terminating this Agreement after the suspension, Contractor may be entitled to compensation for work performed before the suspension, less any damage to the Secretary resulting from Contractor's breach of this Agreement or other fault. Any amount due for work before or after the suspension for cause will

be offset by any damage to the Secretary, from the default or other event, giving rise to the suspension.

- 11.08** In the case of a suspension for the Secretary's convenience, the amount of compensation due to Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the Secretary's convenience. Contractor will not be entitled to compensation for any costs associated with a suspension for the Secretary's convenience, but Contractor will immediately notify the Secretary of any such costs and cooperate with the Secretary in minimizing or eliminating them. No payment under this provision will be made to Contractor until Contractor submits a proper invoice.
- 11.09** Any notice of suspension, whether with or without cause, will be effective immediately on Contractor's receipt of the notice. And Contractor will prepare a report concerning the Services just as is required by this section in the case of termination. After suspension of the Services, Contractor will perform no work without the consent of the Secretary and will resume work only upon receipt of a written or electronic notice from the Secretary to do so. In any case of suspension, the Secretary retains its right to terminate this Agreement rather than to continue the suspension or resume the Services. If the suspension is for the convenience of the Secretary, then termination of the Agreement will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.
- 11.10** The Secretary will not suspend the Services for its convenience more than once during the term of this Agreement, and any suspension for the Secretary's convenience will not continue for more than thirty (30) calendar days. If Contractor does not receive notice to resume or terminate the Services within the thirty (30) day period, then this Agreement will terminate automatically for the Secretary's convenience at the end of the thirty (30) calendar day period.
- 11.11** Any default by Contractor or one of its subcontractors will be treated as a default by Contractor and all of its subcontractors. Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Secretary for any liability to them. Each subcontractor will hold the Secretary harmless for any damage caused to him or her from a suspension or termination. They will look solely to Contractor for any compensation to which they may be entitled.

Article XII. WARRANTIES

Contractor hereby warrants and represents to Secretary as follows:

- 12.01** Each of Contractor's employees assigned to perform services under this Contract shall have the proper skill, training and background so as to be able to perform in

a competent and professional manner and that all work will be performed in accordance with this Contract.

- 12.02** Secretary shall receive free, good and clear title to all materials, deliverables and products developed under this Contract.
- 12.03** Contractor warrants that, in performing the Services under the Agreement: (i) Contractor will comply with the descriptions and representations as to the Services (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements) set forth in this Agreement or any Exhibit hereto; (ii) render Services in a workmanlike manner consistent with the standards in the industry using appropriately trained personnel; and (iii) the Services will not be in violations of any applicable law, rule or regulation, and Contractor will have obtained all permits required to comply with such laws and regulations.
- 12.04** If Secretary provides written notice to Contractor that any of the Services specified in this Agreement were rendered in an un-workmanlike manner, or otherwise were not in accordance with the requirements set forth in this Agreement or any Schedule hereto, at Secretary's option Contractor will, to the extent any such deficiencies are identified, schedule the appropriate Services to be repeated within thirty (30) days or shall promptly refund to Secretary any charges paid for the appropriate Services.
- 12.05** Contractor affirmatively represents and warrants to the Secretary that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation and warranty is deemed to be false, the Contract shall be void *ab initio* as between the parties to this Contract, and any funds paid by Secretary hereunder shall be immediately repaid to Secretary, or an action for recovery may be immediately commenced by Secretary for recovery of said funds.
- 12.06** Each and every deliverable, including software deliverables, contemplated by this Agreement shall conform to the specifications for same as mutually agreed to in writing by Secretary and Contractor.
- 12.07** Contractor warrants that deliverables signed off by the Contractor and Secretary shall meet Secretary's standards. Standards refers to the measure of the quality of the deliverables that are free from bugs for a period of 120 days from installation. Those that fail to meet standards will be brought to standards at contractor's expense. The bugs cannot be created by any action of the Secretary of State.

Article XIII. INDEMNITY AND INSURANCE

- 13.01** Contractor shall indemnify, defend and hold Secretary, its officers, directors and

employees harmless from and against any and all liabilities, obligations, losses, claims, damages, costs, charges or other expenses of any kind (including, but not limited to, reasonable attorneys' fees and legal costs) (collectively, "Claims") which arise out of or result from any breach or alleged breach of any representation or warranty made by Contractor hereunder or any Claim that any of the Services or any portion thereof violates any copyright, patent, trademark, trade secret, license, or other proprietary right of any third party. Contractor shall reimburse the State for any judgments for infringement of patent or copyright rights. Contractor shall also indemnify, defend and hold Secretary, its officers, directors and employees harmless from and against any and all Claims for personal injury or damage to property arising out of the furnishing, performance or use of the Services provided hereunder as well as any Claim for payment of compensation or salary asserted by an employee of Contractor. Secretary shall provide Contractor with written notice of any Claim which Secretary believes falls within the scope of this Article XII. Secretary expressly reserves the sole right, at Secretary's option, to control the defense of any such Claim and, in such event, in addition to Contractor's other obligations in this Article XII, Contractor agrees to provide reasonable assistance to Secretary, at Contractor's expense, in the defense of any such Claim. Contractor shall not settle any Claim without the prior written consent of Secretary.

13.02 Contractor shall procure and maintain for itself and its employees all insurance coverages as required by federal or state law, including workers' compensation insurance. Contractor also agrees to maintain One Million Dollars (\$1,000,000.00) combined single limit general liability insurance. Contractor shall furnish to Secretary a certificate of insurance evidencing such coverage and naming Secretary as additional insured. Said certificate shall include a provision whereby notice must be received by Secretary thirty (30) days prior to coverage cancellation by either Contractor or Insurer.

Article XIV. COMPLIANCE WITH LAW

14.01 Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by this Agreement. The Secretary shall not be liable for any taxes under this Agreement.

Article XV. LIMITATION OF LIABILITY

15.01 IN NO EVENT SHALL SECRETARY BE LIABLE, IN LAW OR EQUITY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS CONTRACT OR OTHERWISE, EVEN IF

SECRETARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SECRETARY'S AGGREGATE LIABILITY TO CONTRACTOR FOR ANY AND ALL MATTERS RELATED TO THIS CONTRACT OR OTHERWISE EXCEED THE TOTAL OF PAYMENTS DUE AND OWING TO CONTRACTOR BY SECRETARY HEREUNDER. THE LIMITATIONS IN THIS ARTICLE APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

Article XVI. CHANGES OR MODIFICATIONS

16.01 Any changes or modifications to this Agreement shall be made and agreed to by both parties, in writing, and in advance. No amendment or modifications to this contract shall be valid unless and until accepted and signed by the Assistant Secretary of State, Monty Lobb, or the Secretary of State, J. Kenneth Blackwell. No other person has authority, express or implied, to accept any amendment or modification.

Article XVII. GOVERNING LAW; VENUE AND JURISDICTION

17.01 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio, without reference to the choice of law provisions thereof.

17.02 The parties hereto hereby consent to the exclusive jurisdiction and venue of the Ohio Court of Claims for any action that may be brought in connection with this Agreement other than a cross-claim for indemnification brought in response to a claim of infringement filed in another court. In the case of a cross-claim for indemnification, Contractor agrees to be subject to the jurisdiction and venue of the court in which the infringement claim is brought, provided that Secretary is also subject to jurisdiction and venue in that court.

Article XVIII. RELATIONSHIP OF PARTIES

18.01 The relationship between Contractor and Secretary under this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to create the relationship of employer and employee, a joint venture, a partnership, or association between Contractor and Secretary.

Article XIX. REPRESENTATIONS OF THE PARTIES

19.01 Each party to this Agreement represents to the other party that it has full power and authority to enter into this Agreement and the execution, delivery and

performance of this Agreement do not violate the terms of any other Agreement to which it is a party; or any law or regulation to which it is subject.

Article XX.

**CERTIFICATION OF COMPLIANCE WITH OHIO
ETHICS AND ELECTION LAW REQUIREMENTS FOR
NONCOMPETITIVE BID CONTRACTS**

- 20.01** Contractor by signature on this Agreement certifies that Contractor is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Laws as provided by Sections 102.03 and 102.04 of the Ohio Revised Code.
- 20.02** Contractor by signature on this Agreement certifies that, as applicable to Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party, has made as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Secretary of State of Ohio or to his campaign committees.

Article XXI.

MISCELLANEOUS

- 21.01** The rights and responsibility arising under this SOW may not be assigned or delegated by either party hereto in whole or in part, without the prior written approval of the other party hereto.
- 21.02** If any provision of this SOW is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any other provision of this SOW.
- 21.03** The parties agree that this SOW is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, including any employee, vendor, or customer of either party, and that there are no third party beneficiaries as to this SOW or any part or specific provision of this SOW.
- 21.04** This SOW shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 21.05** No waiver of any breach or of any of the terms or provisions of this SOW shall be, or be construed to be, a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 21.06** Right to Hire. Unless specified otherwise in an addendum to or work agreement under this agreement, Contractor agrees that Secretary may discuss employment opportunities with Contractor Employees. Secretary shall have the right to hire said Employees without any compensation to Contractor. Secretary may hire the employee through any manner they deem appropriate including but not limited to hiring as a direct employee, contracting directly with the individual, contracting for the individual through another consulting firm, and the like. In the event

Employees of Contractor accepts such and employment arrangement with Secretary, Contractor will release the employee to Secretary within ten (10) business days. This includes waiving all rights under any non-compete, non-solicitation, or other contract clauses Contractor has with said Employees that may conflict with this right to hire.

21.07 Any notices required or permitted by this SOW shall be sent by courier facsimile, or by registered or certified mail with return receipt requested. Notices shall be deemed given upon personal delivery to the addressee, or three days after the date of mailing if sent by registered or certified mail.

Notices to Secretary shall be sent to:

The Office of the Ohio Secretary of State
General Counsel
180 East Broad Street, 16th Floor
Columbus, Ohio 43215

Facsimile: (614) 644-0649

Notices to Contractor shall be sent to:

GovTech Solutions, LLC
3046 Brecksville Road
Richfield, Ohio 44286
Facsimile: (216) 781-3089

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the dates appearing below.

SECRETARY:

By:

Monty Lobb

Title: Assistant Secretary of State

Date: 6/21/05

CONTRACTOR:

By:

John

Title: President

Date: 6/27/05

34-192-1588
SOCIAL SECURITY NUMBER
OR FEDERAL TAX I.D. NUMBER